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March 11, 2005

Jeff S. Jordan, Supervisory Attorney
Complaints Examination & Legal Administration
Federal Election Commission
Washington, D.C. 20463

Re: M.U.R. 5638

International Brotherhood of Electrical Workers Local 2249

William Abbott

Dear Mr. Jordan:

This letter is in response to your correspondence involving a complaint filed with the FEC by David C. Hobbs. Fred Towe is representing IBEW Local 2249 and its Business Manager/President Glenn Collins. William Groth is representing William Abbott.

The complaint from Mr. Hobbs alleges that in 2002, Bill Abbott, an employee of the General Electric facility in Bloomington, Indiana, was a candidate for Indiana's Fourth Congressional District seat. He further alleges that Abbott was a candidate in the 2004 primary for that same office. He alleges that Mr. Abbott held a seat on Local 2249's Executive Board and that Glenn Collins, shortly after being sworn in as President/Business Manager of Local 2249 in July 2002, discussed at a union meeting, in September 2002, that General Electric, through its Human Resources Manager, Walter Cassavechia, had denied Abbott a leave of absence from his employment at General Electric to campaign for the congressional seat. Hobbs further alleges that Collins stated at the September 2002 union meeting that he was authorizing Abbott to be compensated by means of a union voucher to presumably be off work and that Abbott would then reimburse Local 2249 for the wages. Hobbs further alleges that Collins indicated that the International Office of the IBEW was aware of the situation involving Abbott.

The combined response of IBEW Local 2249, its Business Manager/President Glenn Collins and William Abbott to the allegations made by David Hobbs follows:

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February 28, 2005

Page 2

Collins was elected as Local 2249's President/Business Manager in June 2002 and took office in July 2002. Bill Abbott was the Democratic candidate for Indiana's Fourth District Congressional seat in Indiana in 2002. At this time, General Electric ("GE") had a longstanding practice of permitting bargaining unit employees (who were represented for collective bargaining purposes by Local 2249) at its Bloomington facility to receive excused absences from work for engaging in union business. This included situations where a union representative or other member might volunteer to receive training, to participate in political campaigns, or campaign for a political candidate. These individuals were given an excused absence from GE but were not paid by GE or Local 2249 for the time that they were absent from work. Local 2249 and GE also had a practice of permitting union officers, representatives or members to be absent from their employment duties with GE in order to perform union business for which they were paid by GE and for which Local 2249 reimbursed GE out of monthly dues deductions for the lost time. The union business consisted of such matters as attending Local 2249 Executive Board meetings, monthly union meetings, stewards meetings, or union conferences and/or conventions.

At some point during late July or early August 2002, Walter Cassavechia told Glenn Collins that GE would no longer excuse bargaining unit employees to perform union business on an unpaid basis. Cassavechia was aware that Local 2249 had been submitting vouchers to GE to excuse Bill Abbott from work for union business on an unpaid basis. Consequently, GE would no longer excuse Abbott's absences from work to be campaigning as unpaid union business. Cassavechia advised Collins that any further absences by Abbott as unpaid union leave time would be charged as an unexcused absence. This would result in Abbott being discharged for a violation of GE's absenteeism/attendance program. At this point in time Abbott had exhausted all of his contractual vacation and personal leave time. Consequently, Abbott would have subjected himself to discharge if he missed work to campaign, since GE would not permit it to be charged as excused unpaid union business. Cassavechia told Collins that only paid union business would count as an excused absence.

Glenn Collins contacted the International Brotherhood of Electrical Workers COPE office seeking suggestions regarding protecting Abbott's employment with GE and still permit him to campaign for the congressional seat. Collins was advised by the COPE office that other IBEW local unions had been able to obtain a personal leave of absence from employers for employees seeking political office. Collins then approached Cassavechia to request a personal leave of absence for Abbott. Cassavechia advised Collins that he would not grant Abbott a personal leave of absence to campaign for a political office.

February 28, 2005

Page 3

After GE, through Cassavechia, had rejected Collins' request that Abbott receive a personal leave to campaign for political office, Collins went before Local 2249's Executive Board and a monthly union meeting to announce that Local 2249 would use the voucher system to excuse Abbott from work as paid time off for conducting union business. Collins further advised that Abbott would reimburse Local 2249 for all of the wages that he received from GE for which Local 2249 reimbursed GE.

Abbott was compensated for lost time by Local 2249 during the period August 15, 2002 through October 30, 2002. The lost time hours totaled 224.83 and total gross wages were \$4,779.91. Abbott reimbursed Local 2249 for the entire amount of his gross wages, \$4,779.91. Local 2249 reimbursed GE for Abbott's lost time by GE deducting the gross pay Abbott received for the hours he was excused from work from the monthly dues check off that was sent to Local 2249 by GE. This was done on a monthly basis.

Each time that Abbott, or any other bargaining unit employee, needed to be excused from work for union business, a document entitled "Labor Voucher-Union Business" was filled out by the employee (in this case Abbott) and was submitted to Local 2249's President/Business Manager for his approval and signature and also to the employee's business team leader or supervisor for his or her signature. In addition to the time off from work that Abbott took to engage in campaigning for political office, he also took time off from work for actual union business for which Local 2249 reimbursed GE. This time off was for a total of 16 hours for the dates of September 11, 2002 and October 8, 2002. Glenn Collins determined from Executive Board minutes when Abbott or any other bargaining unit employee was on union business and for the amount of gross pay that Local 2249 would reimburse GE for the excused time off. In Abbott's case, all other times which he missed work that were not for union business (as reflected in the Executive Board minutes) were for political campaigning for which GE was reimbursed by Local 2249 and for which Abbott then reimbursed Local 2249. Abbott usually reimbursed Local 2249 within several days after he received his paycheck from GE for the gross wages that he had received from GE for the time he had been excused from work for campaigning.

Local 2249 reimbursed GE for the time that Bill Abbott spent campaigning for political office to ensure that Abbott was not discharged by GE for excessive unexcused absences. This came about as a result of GE changing its longstanding policy wherein it had permitted Local 2249 to have employees excused from work for unpaid union business and because of GE's refusal to grant William Abbott a personal leave of absence to campaign for the congressional seat without fear of being discharged. At the time this occurred, Glenn Collins was not aware and had no intention of violating federal law by advancing wages to Abbott and then having Abbott reimburse Local 2249 usually within a matter of days after

February 28, 2005
Page 4


Abbott received his paycheck from GE.

The instant respondents are desirous of entering into conciliation with the Commission to resolve this matter. Should you require any additional information to assist in the conciliation of this complaint, please contact the undersigned on behalf of Glenn Collins in his capacity as President/Business Manager of IBEW Local 2249 and William Abbott..

Very truly yours,

FILLENWARTH DENNERLINE GROTH
& TOWE

By: 
Fred O. Towe

By: 
William R. Groth

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